



RLI Insurance Company
2925 Richmond Ave, Suite 1600
Houston, TX 77098
Phone: 713-961-1300

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer:

N/A

(City, State, Zip)

(Telephone)

Principal(s): Fieldwood Energy LLC

Address: 2000 Sam Houston Parkway South, Suite 1200

(No., Street and Suite Number or Post Office Box)

Houston, TX 77042

(City, State, Zip)

713-969-1000

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship

☐ partnership

☒ corporation

☐ joint venture

☐ other (describe)

Length of time in business under this name: FORMED IN LATE 2012

Length of time principal has conducted this operation: SAME

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? NO If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: HAVE RELATIONSHIPS WITH 15 SURETIES

Has the principal, any partner, officer, or co-venturer ever: (must answer Yes or No)

NO failed in business?

NO been adjudged bankrupt?

NO been convicted of a felony?

YES filed for bankruptcy? If

the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? LAWSUITS

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? NO If "yes," attach full particulars.

USUAL TO LIABILITIES

Name and Address of Principal's Bank: CAPITAL ONE N.A. 1000 Louisiana

SUITE 2950 HOUSTON TX 77002

Contact: WES FONTANA

(Name)

713-435-5349

(Telephone)

Credit References:

1. EDWIN FRANK SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

2. RUSSELL BROWN SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

3. MICHELLE TYSON SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

INITIALS

JUNE 14 2015 DATE

INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond, recognizance, undertaking or other obligation heretofore and hereafter executed on behalf of the Principal and each of the undersigned named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, ventures or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired, as well as each of the undersigned indemnitors. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder. The undersigned hereby certify that all statements made to Surety are truthful without reservation; and any misrepresentation of fact shall constitute a default hereunder and require the undersigned to post security in accordance with Article 3 below.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore and hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. Undersigned represent and warrant their full power and authority to execute this Agreement and to deliver and perform all obligations contained herein. Undersigned represent and warrant that the execution of this Agreement and performance hereunder shall not constitute a breach, default or violation under any other obligation or agreement of undersigned; including but not limited to any charter document or bylaws of such undersigned, any court judgement, governmental rule or regulation, loan agreement or any other agreement binding upon the undersigned.
5. The Surety shall have the right to declare this Agreement breached should any of the undersigned become involved in any agreement or proceeding, voluntarily or involuntarily, including, but not limited to, bankruptcy, insolvency, receivership, liquidation or any other creditor assignment. In the case of an individual indemnitor, the previous sentence shall be expanded to include the death, conviction of a felony or, for any reason, the failure to be located by Surety, or Surety's agent, through the use of means reasonable and customary.
6. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument.
7. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest. For any amounts deemed to be past-due by Surety, the rate of interest charged shall be the maximum rate deemed to be non-usurious by applicable law.
8. Undersigned agree that Surety will suffer irreparable harm and have no adequate remedy should undersigned fail to perform under this Agreement; therefore undersigned agree that Surety shall be granted specific performance of this Agreement.


 INITIALS

 JUNE 14, 2021
 DATE

9. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned. Undersigned shall have the responsibility to review any bond to be issued by Surety with undersigned as Principal for accuracy of information; and agrees to hold Surety harmless for any failure to review such bonds.
10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
11. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
12. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
13. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
14. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder. The undersigned expressly acknowledge and consent to Surety's use of consumer credit reports, or any other investigative reports or actions which may be used by Surety in the course of the underwriting process.
15. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 2925 Richmond Avenue, Suite 1600, Houston, TX 77098 of such termination, and (b) state in such notice the effective date (not less than thirty (30) days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
16. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas. Undersigned irrevocably consent to the jurisdiction of the Federal and State Courts in Harris County, Texas as exclusive venue and hereby waive any and all rights to request a change from such venue.
17. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by electronic means of a signed counterpart of this Agreement shall be effective as physical delivery.
18. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnity Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) and any bond(s) hereafter executed by the Surety on behalf of any signatory hereunder; and as to the same obligation of signatory hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the undersigned under any presently existing Indemnity Agreement securing such pre-existing bond(s).

 INITIALS

JUNE 14 2021 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
 IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
 IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 14th day of June, A.D. 2018NAME OF PRINCIPAL(S): Fieldwood Energy LLC

ATTEST: _____ by: [Signature]
 _____ (signature)
 _____ by: _____
 _____ (signature)

principal's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

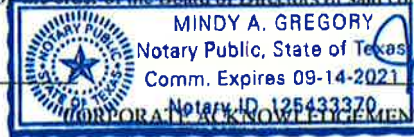
CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X [Signature] X
 Corporate _____
 Name: Fieldwood Energy Inc. Name: _____
 Corporate _____
 Address: 2000 Sam Houston Parkway South, Suite 1200, Houston, TX 77024 Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF TEXAS
 COUNTY OF HARRIS
 On this 14th day of June, 2018, before me personally appeared MICHAEL DANE to me known, and, being by me duly sworn, deposes and says that he resides in the City of Houston that he is the CHIEF FINANCIAL OFFICER of the Fieldwood Energy LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: 9-14-2021



[Signature]
 Notary Public

STATE OF _____
 COUNTY OF _____
 On this _____ day of _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

Notary Public

STATE OF _____
 COUNTY OF _____
 On this _____ day of _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: _____

Notary Public

INITIALS

DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

XResidence
Address: _____

SSN# _____

XResidence
Address: _____

SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

XResidence
Address: _____

SSN# _____

XResidence
Address: _____

SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

INITIALS_____
DATE



RLI Insurance Company
2925 Richmond Ave, Suite 1600
Houston, TX 77098
Phone: 713-961-1300

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: N/A

(City, State, Zip)

(Telephone)

Principal(s): Fieldwood Energy LLC

Address: 2000 Sam Houston Parkway South, Suite 1200

(No., Street and Suite Number or Post Office Box)

Houston, TX 77042

(City, State, Zip)

713-969-1000

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship

☐ partnership

☒ corporation

☐ joint venture

☐ other (describe) _____

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Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? NO If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: HAVE RELATIONSHIPS WITH 15 SURETIES

Has the principal, any partner, officer, or co-venturer ever: (must answer Yes or No)

NO failed in business?

NO been adjudged bankrupt?

NO been convicted of a felony?

YES filed for bankruptcy? If

the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? LAWSUITS

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? NO If "yes," attach full particulars.

Name and Address of Principal's Bank: CAPITAL ONE N.A. 1000 Louisiana

SUITE 2950 HOUSTON TX 77002

Contact: WES FONTANA 713-435-5349

(Name)

(Telephone)

Credit References:

1. EDWIN FRANK SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

2. RUSSELL BROWN SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

3. MICHELLE TYSON SURETY - INDEMNITY

(Name)

(Business)

(Mail Address)

(Telephone)

[Signature] INITIALS

JUNE 14 2015 DATE

INDEMNITY AGREEMENT - READ CAREFULLY☒ RLI Indemnity Company☒ RLI Insurance Company

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond, recognizance, undertaking or other obligation heretofore and hereafter executed on behalf of the Principal and each of the undersigned named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, ventures or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired, as well as each of the undersigned indemnitors. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder. The undersigned hereby certify that all statements made to Surety are truthful without reservation; and any misrepresentation of fact shall constitute a default hereunder and require the undersigned to post security in accordance with Article 3 below.

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2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
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6. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument.
7. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest. For any amounts deemed to be past-due by Surety, the rate of interest charged shall be the maximum rate deemed to be non-usurious by applicable law.
8. Undersigned agree that Surety will suffer irreparable harm and have no adequate remedy should undersigned fail to perform under this Agreement; therefore undersigned agree that Surety shall be granted specific performance of this Agreement.

 INITIALS

JUNE 14, 2021 DATE

9. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned. Undersigned shall have the responsibility to review any bond to be issued by Surety with undersigned as Principal for accuracy of information; and agrees to hold Surety harmless for any failure to review such bonds.
10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
11. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
12. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
13. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
14. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder. The undersigned expressly acknowledge and consent to Surety's use of consumer credit reports, or any other investigative reports or actions which may be used by Surety in the course of the underwriting process.
15. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 2925 Richmond Avenue, Suite 1600, Houston, TX 77098 of such termination, and (b) state in such notice the effective date (not less than thirty (30) days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
16. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas. Undersigned irrevocably consent to the jurisdiction of the Federal and State Courts in Harris County, Texas as exclusive venue and hereby waive any and all rights to request a change from such venue.
17. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by electronic means of a signed counterpart of this Agreement shall be effective as physical delivery.
18. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnity Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) and any bond(s) hereafter executed by the Surety on behalf of any signatory hereunder; and as to the same obligation of signatory hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the undersigned under any presently existing Indemnity Agreement securing such pre-existing bond(s).

 INITIALS

JUNE 14 2021 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
 IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
 IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 14th day of June, A.D. 2018NAME OF PRINCIPAL(S): Fieldwood Energy LLC

ATTEST: _____ by: [Signature]
 _____ (signature)
 _____ by: _____
 _____ (signature)

principal's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

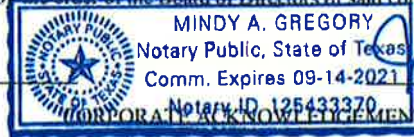
CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X [Signature] X
 Corporate _____
 Name: Fieldwood Energy Inc. Name: _____
 Corporate _____
 Address: 2000 Sam Houston Parkway South, Suite 1200, Houston, TX 77024 Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF TEXAS
 COUNTY OF HARRIS
 On this 14th day of JUNE 2018, before me personally appeared MICHAEL DANE to me known, and, being by me duly sworn, deposes and says that he resides in the City of HOUSTON that he is the CHIEF FINANCIAL OFFICER of the FIELDWOOD ENERGY LLC the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: 9-14-2021



[Signature]
 Notary Public

STATE OF _____
 COUNTY OF _____
 On this _____ day of _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

Notary Public

STATE OF _____
 COUNTY OF _____
 On this _____ day of _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires: _____

Notary Public

INITIALS

DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

X

Residence
Address: _____

SSN# _____

X

Residence
Address: _____

SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

X

Residence
Address: _____

SSN# _____

X

Residence
Address: _____

SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

INITIALS

DATE



RLI Insurance Company
8 Greenway Plaza Suite 400 Houston TX 77046
Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: N/A

Principal: FIELDWOOD ENERGY LLC (City, State, Zip) (Telephone)

Address: 333 CLAY STREET SUITE 3400 (No., Street and Suite Number or Post Office Box)
HOUSTON TX 77002 (City, State, Zip) 713-630-8900 (Telephone)

Principal's ownership structure is:

☐ individual proprietorship ☐ partnership
☒ corporation ☐ joint venture
☐ other (describe) _____

Length of time in business under this name: NEWLY FORMED IN LATE 2012Length of time principal has conducted this operation: SAMEHas any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? NO If "yes" explain on separate page.Other sureties to whom this bond has been submitted: NONE

Has the principal, any partner, officer, or co-venturer ever: (must answer Yes or No)

NO failed in business? NO been adjudged bankrupt?
NO been convicted of a felony? NO filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? NO

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? NO If "yes," attach full particulars.

Name and Address of Principal's Bank: Capitol One N.A., 1000 Louisiana,
Suite 2950, Houston TX 77002

Contact: Wes Fontana (Name) 713 435 5349 (Telephone)

Credit References:

- Tara Smith (Name) Centre Technologies (Business)
480 North Sam Houston Pkwy East, Suite 310, Houston TX 77060 (Mail Address) 281-506-2480 (Telephone)
- Jeanna Kostak (Name) Opportunity LP (Business)
8323 Southwest Freeway, 9th Floor, Houston, TX 77074 (Mail Address) 713-772-0664 (Telephone)
- Tyrone Killebrew (Name) Inspire IT (Business)
20329 SH 249, Ste 100, Houston, TX, 77070 (Mail Address) 281-379-7617 (Telephone)

JS INITIALS8/27/13 DATE

Exhibit A-2

INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond, recognizance, undertaking or other obligation heretofore and hereafter executed on behalf of the Principal and each of the undersigned named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, ventures or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired, as well as each of the undersigned indemnitors. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder. The undersigned hereby certify that all statements made to Surety are truthful without reservation; and any misrepresentation of fact shall constitute a default hereunder and require the undersigned to post security in accordance with Article 3 below.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore and hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. Undersigned represent and warrant their full power and authority to execute this Agreement and to deliver and perform all obligations contained herein. Undersigned represent and warrant that the execution of this Agreement and performance hereunder shall not constitute a breach, default or violation under any other obligation or agreement of undersigned; including but not limited to any charter document or bylaws of such undersigned, any court judgement, governmental rule or regulation, loan agreement or any other agreement binding upon the undersigned.
5. The Surety shall have the right to declare this Agreement breached should any of the undersigned become involved in any agreement or proceeding, voluntarily or involuntarily, including, but not limited to, bankruptcy, insolvency, receivership, liquidation or any other creditor assignment. In the case of an individual indemnitor, the previous sentence shall be expanded to include the death, conviction of a felony or, for any reason, the failure to be located by Surety, or Surety's agent, through the use of means reasonable and customary.
6. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the undersigned to enforce the provisions of this instrument.
7. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest. For any amounts deemed to be past-due by Surety, the rate of interest charged shall be the maximum rate deemed to be non-usurious by applicable law.
8. Undersigned agree that Surety will suffer irreparable harm and have no adequate remedy should undersigned fail to perform under this Agreement; therefore undersigned agree that Surety shall be granted specific performance of this Agreement.

INITIALS

8/27/13

DATE

9. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned. Undersigned shall have the responsibility to review any bond to be issued by Surety with undersigned as Principal for accuracy of information; and agrees to hold Surety harmless for any failure to review such bonds.
10. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
11. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
12. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
13. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
14. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder. The undersigned expressly acknowledge and consent to Surety's use of consumer credit reports, or any other investigative reports or actions which may be used by Surety in the course of the underwriting process.
15. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty (30) days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
16. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas. Undersigned irrevocably consent to the jurisdiction of the Federal and State Courts in Harris County, Texas as exclusive venue and hereby waive any and all rights to request a change from such venue.
17. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by electronic means of a signed counterpart of this Agreement shall be effective as physical delivery.
18. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnity Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) and any bond(s) hereafter executed by the Surety on behalf of any signatory hereunder; and as to same the obligation of signatory hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the undersigned under any presently existing Indemnity Agreement securing such pre-existing bond(s).

INITIALS

DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.

IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.

IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 27th day of August, A.D. 2013NAME OF PRINCIPAL: Fieldwood Energy LLCATTEST: _____ by: [Signature] (signature)

by: _____ (signature)

principal's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X _____ X _____
 Corporate _____ Corporate _____
 Name: _____ Name: _____
 Corporate _____ Corporate _____
 Address: _____ Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Texas
 COUNTY OF Harris }
 On this 28th day of August, 2013, before me personally appeared Howard Tate
 of Houston, TX that he is the CFO of the Fieldwood Energy LLC
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

9-14-2013[Signature]

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
 COUNTY OF _____ }
 On this _____ day of _____, _____, before me personally appeared _____
 to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____
 that he is the _____ of the _____ the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
 COUNTY OF _____ }
 On this _____ day of _____, _____, before me personally appeared _____
 to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____
 that he is the _____ of the _____ the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

Notary Public

HT INITIALS8/27/13 DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

X
 Residence _____
 Address: _____
 SSN# _____

PERSONAL INDEMNITOR #2 SIGN HERE

X
 Residence _____
 Address: _____
 SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

X
 Residence _____
 Address: _____
 SSN# _____

PERSONAL INDEMNITOR #4 SIGN HERE

X
 Residence _____
 Address: _____
 SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
 COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
 My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
 COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
 My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
 COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
 My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
 COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
 My Commission Expires: _____

Notary Public

INITIALS

DATE

Fieldwood Energy LLC
Unaudited Pro Forma Condensed Balance Sheet
(all numbers in millions)

ASSETS**Current Assets**

Cash	\$ 80
Accounts receivable	-
Inventory	56
Prepaid expenses	10
Total Current Assets	<u>146</u>

Oil and gas properties, successful efforts method	5,245
Deferred finance costs	175
Restricted Cash	6

TOTAL ASSETS	<u><u>\$ 5,572</u></u>
---------------------	------------------------

LIABILITIES**Current Liabilities**

Accounts payable	\$ 31
Accruals & other payables	46
Total Current Liabilities	<u>77</u>

Long-term Liabilities

Asset Retirement Obligations	1,500
Long Term Debt	2,725
Total Long-term Liabilities	<u>4,225</u>

SHAREHOLDERS' EQUITY

Capital stock	1,270
---------------	-------

Total Shareholders' Equity	<u>1,270</u>
TOTAL LIABILITIES & EQUITY	<u><u>\$ 5,572</u></u>

Fieldwood Energy LLC
Unaudited Condensed Statements of Operating Income
(all numbers in millions)

	Twelve Months Ended December 31, 2012	Six Months Ended June 30, 2013
Revenues	\$ 2,083.4	\$ 1,115.5
Lease operating expense	673.2	372.5
Workover expense	54.7	17.1
General and administrative expense	34.5	17.3
Income from operations	<u>\$ 1,355.5</u>	<u>\$ 725.9</u>



RLI Insurance Company

8 Greenway Plaza, Suite 400 Houston, TX 77046
Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: _____

(City, State, Zip) _____ (Telephone) _____

Principal: Dynamic Offshore Resources, LLCAddress: 1111 Bagby, Suite 5050

(No., Street and Suite Number or Post Office Box)

Houston, Texas 77002

(City, State, Zip)

(713) 728-7840

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship☐ partnership☐ corporation☐ joint venture☒ other (describe) Delaware limited liability companyLength of time in business under this name: 1-1/2 yrFully describe the bonds requested and the operation necessitating bonds: \$3,000,000 (Three Million Dollar)Area-wide bond pursuant to 30 CFR 256.52 in order to hold and operate oil and gas leases in the OCSLength of time principal has conducted this operation: 0Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? No If "yes" explain on separate page.Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

_____ failed in business?

_____ been adjudged bankrupt?

_____ been convicted of a felony?

_____ filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? No If "yes," attach full particulars.Name and Address of Principal's Bank: Capital One Bank, N.A. 5718 Westheimer, Suite 600,Houston, Texas 77057Contact: Eric Broussard, Sr. Vice President

(Name)

(713) 435-5278

(Telephone)

Credit References:

1. Air Logistics LLC

(Name)

(Business)

P.O. Box 5C Lafayette, LA 70505

(Mail Address)

(337) 233-1221

(Telephone)

2. Midstream Fuel & Service, LLC

(Name)

(Business)

5900 Memorial Dr. Suite 305 Houston, TX 77007

(Mail Address)

(713) 350-6800

(Telephone)

3. 2M Oilfield Group, Inc.

(Name)

(Business)

P.O. Box 550 Lydia, LA 70569

(Mail Address)

(337) 365-5555

(Telephone)

GMM

INITIALS

5/18/05 DATE

Exhibit A-3

INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution thereof. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by teletype of a signed counterpart of this Agreement shall be effective as physical delivery.
15. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed. This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

GMM

INITIALS

5/1/2021

DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
 IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
 IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.
 At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this _____ day of _____, A.D. _____

NAME OF PRINCIPAL: _____ Dynamic Offshore Resources, LLC

ATTEST: _____ by: _____
 Howard M. Tate, Secretary G. M. McCarroll, President (signature)
 by: _____ (signature)

principal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

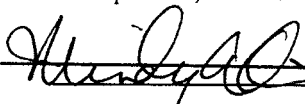
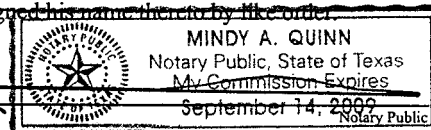
CORPORATE INDEMNITOR #2 SIGN HERE

X _____ X _____
 Corporate _____
 Name: _____
 Corporate _____
 Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ Texas
 COUNTY OF _____ Harris }
 On this 18th day of May, 2009, before me personally appeared
G.M. McCarroll to me known, and, being by me duly sworn, deposes and says that he resides in the City
Houston that he is the President of the
Dynamic Offshore Resources, LLC the limited liability company the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

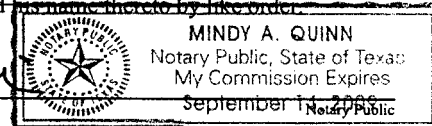
9-14-2009



CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Texas
 COUNTY OF Harris }
 On this 18th day of May, 2009, before me personally appeared
G.M. McCarroll to me known, and, being by me duly sworn, deposes and says that he resides in the City of
Houston that he is the President of the
Dynamic Offshore Resources, LLC the limited liability company the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

9-14-2009



CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
 COUNTY OF _____ }
 On this _____ day of _____, _____, before me personally appeared
 _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of
 _____ that he is the _____ of the
 _____ the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires

Notary Public

GMM INITIALS5/18/09 DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

GMM INITIALS

5/16/09 DATE



RLI Insurance Company

8 Greenway Plaza, Suite 400 Houston, TX 77046
Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: _____

Principal: _____
(City, State, Zip) (Telephone)Principal: Dynamic Offshore Resources, LLCAddress: 1111 Bagby, Suite 5050
(No., Street and Suite Number or Post Office Box)Houston, Texas 77002 (713) 728-7840
(City, State, Zip) (Telephone)

Principal's ownership structure is:

- ☐ individual proprietorship ☐ partnership
☐ corporation ☐ joint venture
☒ other (describe) Delaware limited liability company

Length of time in business under this name: 1-1/2 yrFully describe the bonds requested and the operation necessitating bonds: \$250,000 (Two Hundred Fifty Thousand)

Blanket bond under La. Adm. Code Tit. 43 Part XIX to be designated Operator of oil and gas wells

Length of time principal has conducted this operation: 0Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? No If "yes" explain on separate page.Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

- failed in business? been adjudged bankrupt?
 been convicted of a felony? filed for bankruptcy?
 If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? No If "yes," attach full particulars.Name and Address of Principal's Bank: Capital One Bank, N.A. 5718 Westheimer, Suite 600,Houston, Texas 77057Contact: Eric Broussard, Sr. Vice President (713) 435-5278
(Name) (Telephone)

Credit References:

1. Air Logistics LLC
(Name) (Business)P.O. Box 5C Lafayette, LA 70505 (337) 233-1221
(Mail Address) (Telephone)2. Midstream Fuel & Service, LLC
(Name) (Business)5900 Memorial Dr. Suite 305 Houston, TX 77007 (713) 350-6800
(Mail Address) (Telephone)3. 2M Oilfield Group, Inc.
(Name) (Business)P.O. Box 550 Lydia, LA 70569 (337) 365-5555
(Mail Address) (Telephone)GMM INITIALS5/18/21 DATE

INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

- To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
- To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
- The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
- If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
- An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
- The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
- Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
- Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
- The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
- Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
- The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
- This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
- All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
- This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by teletype of a signed counterpart of this Agreement shall be effective as physical delivery.
- Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed. This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

GMM INITIALS

5/16/05 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.
 At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this _____ day of _____, A.D.

NAME OF PRINCIPAL: _____ Dynamic Offshore Resources, LLC

ATTEST: _____ by: _____
 Howard M. Tate, Secretary G. M. McCarroll, President (signature)
 _____ (signature)

principal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X _____ X _____
 Corporate _____
 Name: _____
 Corporate _____
 Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ Texas
 COUNTY OF _____ Harris }
 On this 18th day of May, 2009, before me personally appeared
 G.M. McCarroll to me known, and, being by me duly sworn, deposes and says that he resides in the City
 of Houston that he is the _____ President of the _____
 Dynamic Offshore Resources, LLC the limited liability company the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

9-14-2009

Mindy A. Quinn
 MINDY A. QUINN
 Notary Public, State of Texas
 My Commission Expires
 September 14, 2009
 Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
 COUNTY OF _____ }
 On this _____ day of _____, _____, before me personally appeared
 _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of
 _____ that he is the _____ of the _____
 the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
 COUNTY OF _____ }
 On this _____ day of _____, _____, before me personally appeared
 _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of
 _____ that he is the _____ of the _____
 the corporation described in
 and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such
 corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.
 My Commission Expires:

Notary Public

G.M.M. INITIALS5/18/09 DATE

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

GMM INITIALS

5/18/09 DATE



RLI Insurance Company

8 E. Greenway Plaza | Suite 400 | Houston, TX 77046-0899
P: 713-961-1300 | F: 713-961-0285 | www.rlicorp.com

ATTACHMENT "A"

TO BE ATTACHED AND BECOME A PART OF

Application For Miscellaneous Surety & Indemnity Agreement

Executed by: SandRidge Energy, Inc.

Dated: October 23, 2006

Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the Undersigned, its wholly or partially owned subsidiary companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other; now in existence or which may hereafter be created or acquired.

Principal, as defined herein, shall include but not be limited to the following entities:

SandRidge Energy Offshore, LLC

Signed, Sealed and Dated this 25th of July, 2013.

SandRidge Energy Offshore, LLC

By: Kevin R. White

Title: Senior Vice-President

Attest: Lauren McIntosh

SandRidge Energy, Inc.

By: Kevin R. White

Title: Senior Vice-President

Attest: Lauren McIntosh

DIFFERENT WORKS |

Exhibit A-4



RLI Insurance Company

8 Greenway Plaza, Suite 400 Houston, TX 77046
Phone: 713-961-1300 Fax: 713-961-0285**APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT**Producer: Arthur J. Gallagher Risk Management Services, Inc.P. O. Box 53910 - Lubbock, TX 79453806/785-1988

(City, State, Zip)

(Telephone)

Principal: SandRidge Energy, Inc.Address: 1601 N. W. Expressway, Suite 1600

(No., Street and Suite Number or Post Office Box)

Oklahoma City, OK 73118

(City, State, Zip)

(Telephone)

Principal's ownership structure is:

☐ individual proprietorship☐ partnership☐ corporation☐ joint venture☐ other (describe) _____

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: _____

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? _____ If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: _____

Has the principal, any partner, officer, or co-venturer ever:

_____ failed in business?

_____ been adjudged bankrupt?

_____ been convicted of a felony?

_____ filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes," attach full particulars.

Name and Address of Principal's Bank: _____

Contact: _____

(Name)

(Telephone)

Credit References:

1. _____

(Name)

(Business)

(Mail Address)

(Telephone)

2. _____

(Name)

(Business)

(Mail Address)

(Telephone)

3. _____

(Name)

(Business)

(Mail Address)

(Telephone)

INITIALS

DATE

INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. The Surety may, in its sole and absolute discretion, require the undersigned provide security, in form and amounts acceptable to the Surety, to secure the undersigned's obligations to the Surety hereunder. Each of the undersigned shall execute such documents and take such further action as may be necessary in order to provide such security. Further, the undersigned will, upon demand of the Surety at any time hereafter, deliver to the Surety additional collateral, in form and amounts acceptable to the Surety. If an undersigned provides the Surety with a letter of credit or similar instrument as collateral, such undersigned agrees the Surety has the right to call on the same from time to time, in whole or in part and for any reason or no reason, and to hold the proceeds thereof as collateral for the obligations of the undersigned hereunder, or to pay any such obligations arising hereunder. Any cash (held in any type of account) provided as collateral will be available, in Surety's sole discretion, to pay any of the obligations arising hereunder. The Surety shall deposit cash security, if so provided by the undersigned, in an account (which may not be interest bearing) in the name of and exclusively controlled by the Surety, in any bank selected by the Surety in its sole discretion. The undersigned grant to Surety a secured interest in or a lien on any collateral, including any letters of credit or cash arising from draws thereunder, now or hereafter deposited with Surety. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall accrue to the benefit of the undersigned providing the collateral.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall serve to benefit such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. This Agreement may be executed in multiple counterparts, and by the undersigneds on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by telecopy of a signed counterpart of this Agreement shall be effective as physical delivery.
15. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed. This Agreement shall constitute both the security agreement to the Surety and also a financing statement, and Surety is authorized to make any filings necessary to perfect its security interest under this Agreement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

LLC INITIALS

10-26-06 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
 IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
 IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.
 At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 23rd day of October, A.D. 2006NAME OF PRINCIPAL: SandRidge Energy, Inc.ATTEST: Matthew McCann, Secretaryby: Harry K. Coshawby: Harry Coshaw

(signature)

(signature)

SandRidge Energy, Inc.
a Texas Corporation

principal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X

Corporate

Name: _____

Corporate

Address: _____

X

Corporate

Name: _____

Corporate

Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Oklahoma
COUNTY OF Oklahoma }On this 23rd day of October

2006, before me personally appeared MATTHEW MCCANN to me known, and, being by me duly sworn, deposes and says that he resides in the City of Edmond that he is the Secretary of the

SandRidge Energy, Inc. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____



CARMELLA GUEST

Notary Public
State of Oklahoma

Commission # 06008575 Expires 08/09/09

Carmella Guest

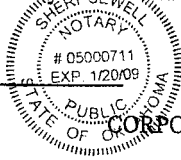
Notary Public

STATE OF Oklahoma
COUNTY OF Oklahoma }On this 23rd day of OCTOBER

2006, before me personally appeared Harry K. Coshaw to me known, and, being by me duly sworn, deposes and says that he resides in the City of Edmond that he is the Executive VICE PRESIDENT, LAND of the

SANDRIDGE ENERGY, INC. the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____



CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____

_____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the

_____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires _____

LKC

INITIALS

10-26-06

DATE

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

PERSONAL INDEMNITOR #2 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

PERSONAL INDEMNITOR #4 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }
On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }
On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

LLC an INITIALS 10-26-06 DATE



RLI Insurance Company
Subsidiary: RLI Indemnity Company

8 Greenway Plaza, Suite 400 Houston, TX 77046
 Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: _____

(City, State, Zip)

(Telephone)

Principal: SPN Resources, LLC

Address: 1105 Peters Road
 (No., Street and Suite Number or Post Office Box)

Harvey, LA 70058

(City, State, Zip)

504-362-5558
 (Telephone)

Principal's ownership structure is:

☐ individual proprietorship

☐ partnership

☐ corporation

☐ joint venture

☒ other (describe) Limited Liability Company

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: Various bonds

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? _____ If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: _____

Has the principal, any partner, officer, or co-venturer ever:

☐ failed in business?

☐ been adjudged bankrupt?

☐ been convicted of a felony?

☐ filed for bankruptcy?

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____
 If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes," attach full particulars.

Name and Address of Principal's Bank: _____

Contact: _____
 (Name) (Telephone)

Credit References:

1. _____
 (Name) (Business)

(Mail Address)

(Telephone)

2. _____
 (Name) (Business)

(Mail Address)

(Telephone)

3. _____
 (Name) (Business)

(Mail Address)

(Telephone)

Exhibit A-5

RLI INITIALS

4 DEC 03 DATE

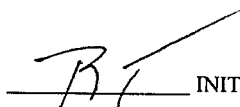
INDEMNITY AGREEMENT - READ CAREFULLY☒ **RLI Indemnity Company**☒ **RLI Insurance Company**

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of **RLI Indemnity Company** and **RLI Insurance Company**, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal, as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property; and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety:
15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral: Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.
16. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and defend and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

 INITIALS

4 DEC 03 DATE

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.
 At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 4th day of December, A.D. 2003

NAME OF PRINCIPAL: SPN Resources, LLC

ATTEST: Carolyn Plaisance
Carolyn Plaisance, Secretary

by: Robert S. Taylor, VP & Treasurer

by: _____ (signature)

SIGNATURE FOR SURETY:

by: _____ (signature) Attorney-in-Fact

principal's
corporate
seal

surety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X
 Corporate Robert S. Taylor, VP & CFO
 Name: Superior Energy Services, Inc.
 Corporate
 Address: 1105 Peters Rd., Harvey, LA

X
 Corporate
 Name:
 Corporate
 Address:

70058
 CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Louisiana

Parish ~~XXXXX~~ OF Jefferson }

On this 4th day of December, 2003, before me personally appeared Robert S. Taylor to me known, and, being by me duly sworn, deposes and says that he resides in the City of New Orleans that he is the Vice President and Treasurer of the SPN Resources, LLC

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

At Death

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

Notary Public

STATE OF Louisiana

Parish ~~XXXXX~~ OF Jefferson }

On this 4th day of December, 2003, before me personally appeared Robert S. Taylor to me known, and, being by me duly sworn, deposes and says that he resides in the City of New Orleans that he is the Vice President, Chief Financial Officer & Treasurer of the Superior Energy Services, Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

At Death

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

Notary Public

STATE OF _____

COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires _____

INITIALS

4 Dec 03 DATE

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #2 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #3 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR #4 SIGN HERE

X
Residence _____
Address: _____
SSN# _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.
My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____
COUNTY OF _____ }

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.
My Commission Expires: _____

Notary Public

INITIALS

4 Dec 23 DATE



RLI Insurance Company
 Subsidiaries: Underwriters Indemnity Company
 Planet Indemnity Company

8 Greenway Plaza, Suite 400 Houston, TX 77046
 Phone: 713-961-1300 Fax: 713-961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: _____

 (city, state, zip) (telephone)

Principal: PANACO Inc.

Address: 1100 Louisiana, Suite 5100

 (No., Street and Suite Number or Post Office Box)
Houston, TX 77002-5220 (713) 970-3100
 (city, state, zip) (telephone)

Principal's ownership structure is:

_____ individual proprietorship _____ partnership
 _____ corporation _____ joint venture
 _____ other (describe) _____

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: _____

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? _____ If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: _____

Has the principal, any partner, officer, or co-venturer ever:

failed in business? _____ been adjudged bankrupt? _____

been convicted of a felony? _____ filed for bankruptcy? _____

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____

If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes," attach full particulars.

Name and Address of Principal's Bank: _____

Contact: _____

 (name) (telephone)

Credit References:

1. _____

 (name) (business)

 (mail address) (telephone)
 2. _____

 (name) (business)

 (mail address) (telephone)
 3. _____

 (name) (business)

 (mail address) (telephone)

INDEMNITY AGREEMENT - READ CAREFULLY☒ UNDERWRITERS INDEMNITY COMPANY☒ PLANET INDEMNITY COMPANY☒ RLI INSURANCE COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying any one or a combination of Underwriters Indemnity Company, Planet Indemnity Company, and RLI Insurance Company, hereinafter referred to individually or collectively as "Surety," in connection with any bond executed on behalf of the Principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. Principal as defined herein, shall include any and all wholly or partially owned subsidiary companies, subsidiaries of subsidiaries, divisions or affiliates, partnerships, venturers or co-venturers in which the undersigned, its wholly or partially owned companies, divisions or affiliates have an interest or participation whether open or silent; jointly, severally or in any combination with each other, now in existence or which may hereafter be created or acquired. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Surety under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that Principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless Principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the Principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property:
and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.
15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral:

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.

16. Nothing herein contained shall be construed to waive or abridge any right or remedy which the Surety might have if this instrument were not executed.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.
 IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.
 IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary.
 At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 27th day of March, A.D. 2003NAME OF PRINCIPAL: PANACO Inc.

ATTEST:

by:

by:

SIGNATURE FOR SURETY:

By

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as through each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X

Corporate

Name:

Corporate

Address:

X

Corporate

Name:

Corporate

Address:

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF TexasCOUNTY OF Harris

On this

day of

April2003

before me personally appeared

Gregory K. Sampson

of

Houston

to me known, and, being by me duly sworn, deposes and says that he resides in the City

of the

PANACO, Inc.that he is the Vice President - Rand

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires

BROOKSIE J. SCHULIN
 Notary Public, State of Texas
 My Commission Expires
March 01, 2006

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF

COUNTY OF

On this

day of

before me personally appeared

to me known, and, being by me duly sworn, deposes and says that he resides in the City

of

that he is the

of the

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF

COUNTY OF

On this

day of

before me personally appeared

to me known, and, being by me duly sworn, deposes and says that he resides in the City

of

that he is the

of the

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing Indemnity Agreement, executed by the Principal, as fully as through each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

X

Residence
Address: _____

PERSONAL INDEMNITOR #2 SIGN HERE

X

Residence
Address: _____

PERSONAL INDEMNITOR #3 SIGN HERE

X

Residence
Address: _____

PERSONAL INDEMNITOR #4 SIGN HERE

X

Residence
Address: _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ /

COUNTY OF _____ /

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ /

COUNTY OF _____ /

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ /

COUNTY OF _____ /

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ /

COUNTY OF _____ /

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public



UNDERWRITERS INDEMNITY
A DIVISION OF F.I.I. INSURANCE COMPANY

8 GREENWAY PLAZA, SUITE 400
HOUSTON, TEXAS 77046
(713) 961-1300
FAX: (713) 961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: _____

(city, state, zip) (telephone)

Principal: **PANACO Inc.** _____

Address: **1100 Louisiana, Suite 5100** _____
(No., Street and Suite Number or Post Office Box)
Houston, TX 77002-5220 (city, state, zip) **(713) 970-3100** (telephone)

Principal's ownership structure is:

_____ individual proprietorship _____ partnership
☒ corporation _____ joint venture
_____ other (describe) _____

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: _____

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? _____ If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: _____

Has the principal, any partner, officer, or co-venturer ever:

failed in business? _____ been adjudged bankrupt? _____
been convicted of a felony? _____ filed for bankruptcy? _____
If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____
If "yes," attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes," attach full particulars.

Name and Address of Principal's Bank: _____

Contact: _____
(name) (telephone)

Credit References:

1. _____
(name) (business)

(mail address) (telephone)

2. _____
(name) (business)

(mail address) (telephone)

3. _____
(name) (business)

(mail address) (telephone)

☒ UNDERWRITERS INDEMNITY COMPANY

☒ PLANET INDEMNITY COMPANY

☒ RLI INSURANCE COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying the Surety indicated above, hereinafter referred to as "Surety," in connection with any bond executed on behalf of the principal named herein, hereinafter referred to as "Principal," and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Indemnitee under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such Bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. ~~To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property:~~
- ~~and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.~~
15. ~~To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following describe property to be held in safekeeping by Surety as collateral:-~~

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder. *

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligation of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

*Prior to any demand for additional collateral, Surety shall give thirty (30) days prior written notice of such demand to Foothill Capital Corporation, as Agent, at 11111 Santa Monica Blvd., Suite 1500, Los Angeles, CA 90025-3333.

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP:

Owner must sign as Principal, his spouse as Personal Indemnitor.

IF PARTNERSHIP:

All active partners must sign for Principal, the spouse of each as Personal Indemnitors.

IF CORPORATION:

President or Vice President must sign for Principal, attested to by Corporate Secretary.

At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 19th day of October, A.D. 1999NAME OF PRINCIPAL: PANACO Inc.

ATTEST:

by:

(signature)

by:

(signature)

SIGNATURE FOR SURETY:

By

(signature)

principal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as through each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X

Corporate

Name:

Corporate

Address:

X

Corporate

Name:

Corporate

Address:

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Texas §COUNTY OF Harris §On this 29th day of October

before me personally appeared

Gregory K. Sampson

to me known, and, being by me duly sworn, deposes and says that he resides in the City

of Houstonthat he is the Vice President - Landof the Panaco Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

7-22-2001

Notary Public

Nancy Cruz

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____

before me personally appeared

_____ to me known, and, being by me duly sworn, deposes and says that he resides in the City

of _____ that he is the _____

of the _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____

before me personally appeared

_____ to me known, and, being by me duly sworn, deposes and says that he resides in the City

of _____ that he is the _____

of the _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as through each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE

X
Residence
Address: _____

PERSONAL INDEMNITOR #2 SIGN HERE

X
Residence
Address: _____

PERSONAL INDEMNITOR #3 SIGN HERE

X
Residence
Address: _____

PERSONAL INDEMNITOR #4 SIGN HERE

X
Residence
Address: _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, _____, before me personally appeared _____, each member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership .

My Commission Expires: _____

Notary Public



8 GREENWAY PLAZA, SUITE 400
HOUSTON, TEXAS 77046
(713) 961-1300
TELECOPIER: (713) 961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: Robert L. Carson Associates, Inc.
Fort Worth, Texas 76102 817 877-1884
(city, state, zip) (telephone)

Principal: PANACO, Inc.

Address: 1050 West Blue Ridge Boulevard
(No., Street and Suite Number or Post Office Box)
Panaco Building
Kansas City, MO 64145-1216 816 942-6300
(city, state, zip) (telephone)

Principal's ownership structure is:

☐ individual proprietorship ☐ partnership
☒ corporation ☐ joint venture
☐ other (describe) _____

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: _____

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? _____ If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: _____

Has the principal, any partner, officer, or co-venturer ever:

failed in business? _____ been adjudged bankrupt? _____
 been convicted of a felony? _____ filed for bankruptcy? _____

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____
 If "yes", attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes", attach full particulars.

Name and Address of Principal's Bank: _____

Contact: _____
(name) (telephone)

Credit References:

1. _____
(name) (business)

(mail address) (telephone)

2. _____
(name) (business)

(mail address) (telephone)

3. _____
(name) (business)

(mail address) (telephone)

INDEMNITY AGREEMENT — READ CAREFULLY☒ UNDERWRITERS INDEMNITY COMPANY☒ PLANET INDEMNITY COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying the Surety indicated above, hereinafter referred to as "Surety", in connection with any bond executed on behalf of the principal named herein, hereinafter referred to as "Principal", and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Indemnitee under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such Bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees, which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other cause or causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property;

and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.

15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral:

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitee hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligations of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.

IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.

IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this 15th day of D, A.D. 19 NAME OF PRINCIPAL: PANACO, Inc.

(Name of Firm)

ATTEST: [Signature]by: [Signature]

(signature)

by:

(signature)

SIGNATURE FOR SURETY:

principal's
corporate
sealsurety's
corporate
sealBy

Attorney-in-fact

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X

Corporate

Name:

Corporate

Address:

X

Corporate

Name:

Corporate

Address:

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF MISSOURI §COUNTY OF JACKSON §On this 20th day of December, 19 94, before me personally appearedH. James Maxwell to me known, and, being by me duly sworn, deposes and says thathe resides in the City of Kansas City that he is the Presidentof the PANACO, INC.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

1/25/95Notary Public [Signature]

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF §COUNTY OF §On this day of , 19 , before me personally appeared to me known, and, being by me duly sworn, deposes and says thathe resides in the City of that he is the of the

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF §COUNTY OF §On this day of , 19 , before me personally appeared to me known, and, being by me duly sworn, deposes and says thathe resides in the City of that he is the of the

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires:

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #2 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #3 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #4 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

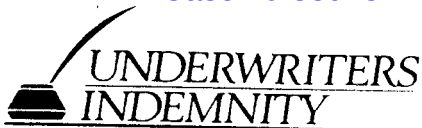
STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____, each a member of the co-partnership of _____

_____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public



8 GREENWAY PLAZA, SUITE 400
HOUSTON, TEXAS 77046
(713) 961-1300
TELECOPIER: (713) 961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: Poe & Brown of Texas, Inc.

P O Box 926169, Houston, Texas 77292-6169 713) 613-1500
(city, state, zip) (telephone)

Principal: Goldking Production Company, Inc.

Address: P O Box 4394, Houston, Texas 77210
(No., Street and Suite Number or Post Office Box)

()
(city, state, zip) (telephone)

Principal's ownership structure is:

☐ individual proprietorship ☐ partnership
☒ corporation ☐ joint venture
☐ other (describe) _____

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UIGA

Length of time in business under this name: _____

Fully describe the bonds requested and the operation necessitating bonds: Oil and Gas Plugging Bond

Length of time principal has conducted this operation: _____

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? no If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

failed in business? No been adjudged bankrupt? No
been convicted of a felony? No filed for bankruptcy? No

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No
If "yes", attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? No If "yes", attach full particulars.

Name and Address of Principal's Bank: Bank One, Texas, N.A.
910 Travis, Houston, Texas 77002

Contact: Richard G. Sylvan, Senior Vice President (713) 751-6310
(name) (telephone)

Credit References:

1. _____
(name) (business)

(mail address) (telephone)

2. _____
(name) (business)

(mail address) (telephone)

3. _____
(name) (business)

(mail address) (telephone)

INDEMNITY AGREEMENT — READ CAREFULLY☒ UNDERWRITERS INDEMNITY COMPANY☒ PLANET INDEMNITY COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying the Surety indicated above, hereinafter referred to as "Surety", in connection with any bond executed on behalf of the principal named herein, hereinafter referred to as "Principal", and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Indemnitee under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such Bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees, which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other cause or causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property:

and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.

15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral:

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligations of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.

IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.

IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors, if required.

SIGNED AND DATED this _____ day of _____, A.D. 19 _____

NAME OF PRINCIPAL: Goldking Production Company, Inc.

ATTEST:

principal's
corporate
sealsurety's
corporate
seal

(Name of Firm)

by: David F. Tharp
(signature)by: _____
(signature)

SIGNATURE FOR SURETY:

By _____
Attorney-in-fact

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

CORPORATE INDEMNITOR #1 SIGN HERE

CORPORATE INDEMNITOR #2 SIGN HERE

X David F. Tharp
Corporate
Name: Goldking Oil & Gas Corp.
Corporate
Address: P O Box 4394, Houston, Texas 77210

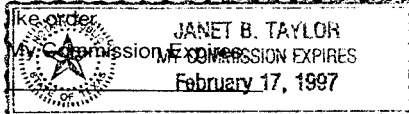
X
Corporate
Name: _____
Corporate
Address: _____

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Texas §COUNTY OF Harris §

On this 30th day of January, 19 95, before me personally appeared David F. Tharp to me known, and, being by me duly sworn, deposes and says that he resides in the City of Houston that he is the President of the Goldking Production Company, Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by



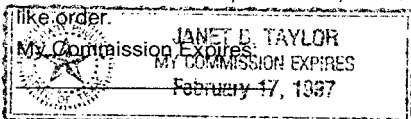
Janet B. Taylor
Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Texas §COUNTY OF Harris §

On this 30th day of January, 19 95, before me personally appeared David F. Tharp to me known, and, being by me duly sworn, deposes and says that he resides in the City of Houston that he is the President of the Goldking Oil & Gas Corp.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by



Janet B. Taylor
Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____

Notary Public

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #2 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #3 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR #4 SIGN HERE:

X
Residence _____
Address: _____

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

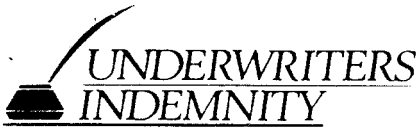
STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____, each a member of the co-partnership of _____

_____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public



8 GREENWAY PLAZA, SUITE 400
HOUSTON, TEXAS 77046
(713) 961-1300
TELECOPIER: (713) 961-0285

APPLICATION FOR MISCELLANEOUS SURETY & INDEMNITY AGREEMENT

Producer: Robert L. Carson Associates, Inc.
Fort Worth, Texas 76102 (817 877-1884
(city, state, zip) (telephone)

Principal: PANACO, Inc.

Address: 1011 West 103 Street, Suite 211
(No., Street and Suite Number or Post Office Box)
Kansas City, MO 64114
Kansas City, Missouri (816/942-6300
(city, state, zip) (telephone)

Principal's ownership structure is:

☐ individual proprietorship ☐ partnership
☒ corporation ☐ joint venture
☐ other (describe) _____

Length of time in business under this name: 1 Year

Fully describe the operation necessitating bonds: Conoco Lease #L-36564

Length of time principal has conducted this operation: 1.5 years

Has any Surety ever cancelled any bond(s) or declined renewal(s) for Principal? No If "yes" explain on separate page.

Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:
 failed in business? No been adjudged bankrupt? No
 been convicted of a felony? No filed for bankruptcy? No

If the answer to any of the foregoing is "Yes," attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? _____
 If "yes", attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? _____ If "yes", attach full particulars.

Name and Address of Principal's Bank: Bank One, Texas, NA, 910 Travis, Houston, Texas 7002-5860

Contact: Daniel G. Steele (713) 751-7874
(name) (telephone)

Credit References:

1. _____
(name) (business)

(mail address) (telephone)

2. _____
(name) (business)

(mail address) (telephone)

3. _____
(name) (business)

(mail address) (telephone)

INDEMNITY AGREEMENT — READ CAREFULLY☒ UNDERWRITERS INDEMNITY COMPANY☒ PLANET INDEMNITY COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying the Surety indicated above, hereinafter referred to as "Surety", in connection with any bond executed on behalf of the principal named herein, hereinafter referred to as "Principal", and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution therefor. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Indemnitee under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such Bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees, which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability or a settlement under any bond.
3. If the Surety shall set up a reserve for any reason to cover any actual or potential liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned. Investment of collateral shall be at the sole discretion of the Surety and income, if any, from such investment shall inure to the benefit of the Principal.
4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other cause or causes of action, whether theretofore or thereafter accruing.
9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at 8 Greenway Plaza, Suite 400, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property;

and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.

15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral:

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligations of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

INSTRUCTIONS FOR SIGNING:**IF SOLE PROPRIETORSHIP:** Owner must sign as Principal, his spouse as Personal Indemnitor.**IF PARTNERSHIP:** All active partners must sign for Principal, the spouse of each as Personal Indemnitors.**IF CORPORATION:** President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors.SIGNED AND DATED this 27th day of October, A.D. 1992SIGNATURE FOR PRINCIPAL: PANACO, Inc.

ATTEST:

(Name of Firm)

by:

(signature)

by:

(signature)

SIGNATURE FOR SURETY:

By

Attorney-in-fact

principal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

PERSONAL INDEMNITOR #2 SIGN HERE:

Residence

Address:

1000 Tam O'Shanter Dr.Kansas City, MO 64145

Residence

Address:

703 Tam O'Shanter Dr.
Kansas City, MO 64145

PERSONAL INDEMNITOR #3 SIGN HERE:

PERSONAL INDEMNITOR #4 SIGN HERE:

X

Residence

Address:

X

Residence

Address:

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF Missouri §
COUNTY OF Jackson §

On this 27th day of October, 19 92, before me personally appeared H. James Maxwell to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires:

7/25/95

Notary Public

PERSONAL INDEMNITOR ACKNOWLEDGEMENT

STATE OF Missouri §
COUNTY OF Jackson §

On this 27th day of October, 19 92, before me personally appeared Bob F. Mallory to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires:

7/25/95

Notary Public

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____, each a member of the co-partnership of _____

_____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____, each a member of the co-partnership of _____

_____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF Missouri §COUNTY OF Jackson §

On this 27th day of October, 19 92, before me personally appeared

H. James Maxwell to me known, and, being by me duly sworn, deposes and says that

he resides in the City of Kansas City, MO. that he is the President of the Panaco, Inc.

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: 7/25/95

Notary Public



8 GREENWAY PLAZA, SUITE 1450
HOUSTON, TEXAS 77046
(713) 961-1300
TELEX: 4970815 UWRS
TELECOPIER: (713) 961-0285

APPLICATION FOR MISCELLANEOUS BOND

NOTICE: BOND APPLICATION WILL BE REJECTED UNLESS
All questions are fully answered and the Application signed
Latest financial data is enclosed
Indemnity Agreement is properly completed

Producer: Robert L. Carson Associates, Inc.
Fort Worth, Texas 817-877-1884
(city, state) (telephone)

Principal: Pan Petroleum Master Limited Partnership, a Kansas Limited Partnership
Address: 1011 West 103 St., Suite 211; Kansas City Missouri 64114
(No., Street and Suite Number or Post Office Box)
Kansas City Missouri 64114
(city) (state) (zip)

Telephone: 816-942-9119

Obligee: United States of America/U.S. Department of the Interior
Address: _____
(No., Street and Suite Number or Post Office Box)

(city) (state) (zip)

Amount of Bond: \$ 50,000.00 Effective Date: 5-28-91

Nature of Bond (copy of bond attached): Outer Continental Shelf Mineral Lessee's & Operator's Bond

Principal's ownership structure is:

☐ individual proprietorship ☒ partnership
☐ corporation ☐ joint venture
☐ other (describe) _____

Nature of Principal's business: Oil & Gas Lease Operator

Length of time in business under this name: 5 years

Fully describe the operation necessitating this bond: Conoco Lease No. L-36564

(See full description attached)

Length of time principal has conducted this operation: New Property

Previous surety on this bond: _____ Bond No. _____

Did that surety cancel or decline renewal? _____ If "yes", explain:

Other sureties to whom this bond has been submitted: None

Has the principal, any partner, officer, or co-venturer ever:

failed in business? No been adjudged bankrupt? No
 been convicted of a felony? No filed for bankruptcy? No

If the answer to any of the foregoing is "Yes", attach full particulars.

Does the principal, any partner, officer or co-venturer have any contingent liabilities, lawsuits or judgments pending against him? No
 If "yes", attach full particulars.

Has the principal, any partner, officer or co-venturer ever defaulted on a license or permit bond? No If "yes", attach full particulars.

Name and Address of Principal's Bank: Bank One, Texas, NA

910 Travis, Houston, TX 77002-5860

Contact: Daniel G. Steele 713-751-7874
 (name) (telephone)

Credit References: SEE ATTACHED LISTS

1. _____
 (name) (business)

_____ (mail address) (telephone)

2. _____
 (name) (business)

_____ (mail address) (telephone)

3. _____
 (name) (business)

_____ (mail address) (telephone)

INSTRUCTIONS FOR SIGNING:

IF SOLE PROPRIETORSHIP: Owner must sign as Principal, his spouse as Personal Indemnitor.

IF PARTNERSHIP: All active partners must sign for Principal, the spouse of each as Personal Indemnitors.

IF CORPORATION: President or Vice President must sign for Principal, attested to by Corporate Secretary. At least two officers must also sign as Personal Indemnitors.

☒ UNDERWRITERS INDEMNITY COMPANY☒ PLANET INDEMNITY COMPANY

THIS INDEMNITY AGREEMENT is executed by each of the undersigned for the purpose of indemnifying the Surety indicated above, hereinafter referred to as "Surety", in connection with any bond executed on behalf of the principal named herein, hereinafter referred to as "Principal", and to induce Surety to execute or procure the execution of such bond and any extension, modification or renewal thereof, addition thereto or substitution thereof. The liability and obligation of all signatories hereto shall be joint and several; and a default of any signatory in performance of any of its obligations to Indemnitee under this or other Indemnity Agreements shall constitute a default hereunder.

IN CONSIDERATION of the execution of such Bond, the undersigned hereby agree, for themselves, their personal representatives, successors and assigns, jointly and severally, as follows:

1. To pay the Surety an advance premium for the first year, or a fractional part thereof that is fully earned; and, each year thereafter, to pay to Surety an annual renewal premium in amount as determined applicable by Surety [not to exceed 15% of the penalty sum(s) of the bond(s)], or any applicable minimum earned premium, continuing until the Surety shall be discharged or released from any and all liability and responsibility under said bond(s), and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to the Surety, is served upon the Surety. In the event that principal shall fail to pay when due any annual premium or portion thereof, or fail to pay within ten (10) days after demand therefor any other sum becoming due Surety hereunder; then, unless principal shall, immediately upon demand therefor, (a) procure and deliver to Surety appropriate competent legal evidence satisfactory to Surety and its counsel, of discharge and release of Surety from any and all liability and responsibility under the bond(s) and all matters arising therefrom; and (b) pay to Surety all sums owed Surety as of the effective date of such absolute release of Surety from said obligations, Surety may require that there be paid, and the undersigned agree that they shall forthwith pay, to Surety, an amount equal to the full penalty amount of the bond(s), to be held as collateral security until; (i) all sums due and to become due Surety have been paid, and, (ii) Surety shall be wholly discharged and released from all liability under said bond(s).
 2. To indemnify and keep indemnified the Surety and hold and save it harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including counsel and attorneys' fees, which the Surety may at any time sustain or incur by reason or in consequence of having executed or procured the execution of the bond or in enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
 3. If the Surety shall set up a reserve to cover any liability, claim, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with the Surety a sum of money, equal to such reserve and any increase thereof, to be held by the Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of the Surety, as collateral security on any other or all bonds heretofore or hereafter executed for or at the request of any of the undersigned.
 4. If the Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall inure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of action against the indemnitors to enforce the provisions of this instrument.
 5. An itemized statement of payments made by the Surety for any of the purposes above specified, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be prima facie evidence of the liability of the undersigned to reimburse the Surety for such payments, with interest.
 6. The Surety in its sole discretion, and without notice to the undersigned, is hereby authorized but not required, (a) from time to time to make or consent to any change in said bond or to issue any substitutes or any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited to steps to procure discharge from liability under said bond; and (c) to adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claim or suit, to take any action it may deem appropriate; and any adjustment, settlement or compromise made or action taken by the Surety shall be conclusive against and binding upon the undersigned.
 7. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the Principal to sign any such bond or (b) any claim that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by the Surety with or without the consent of the undersigned, of any indemnity, security or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason. The Surety is expressly subrogated to all rights of the Principal and each of the undersigned (or any or all of them) to collect, receive, recover and/or be reimbursed from (i) any co-owners or owners of undivided interest in any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (ii) any party contractually bound to pay or reimburse any of the undersigned on account of ownership or operation of any properties, wells and leasehold interest relative to which the bond(s) shall apply; or, (iii) any other party otherwise obligated to, or for, the undersigned in any way, in connection with or arising out of damage to any properties, wells or leaseholds relative to which the bond(s) shall apply. Surety, as subrogee, upon default of payment of any sums becoming payable hereunder by any of the undersigned, may enforce all of the rights of the undersigned in and to any such above described claims and interests; and may pursue its remedies hereunder in its own name or in the name of the principal; provided, however, that nothing herein shall require that Surety pursue any such remedy or claim against any third party. The undersigned agree, upon demand of Surety therefor, to execute and deliver any and all appropriate further documentation evidencing and authorizing Surety to pursue, recover, collect and hold for its account any such claims or rights.
 8. Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the undersigned; and any suit or suits upon one or more causes of action, or against one or more of the undersigned, shall not prejudice or bar subsequent suits against any other or all of the undersigned on the same or any other cause or causes of action, whether theretofore or thereafter accruing.
 9. The undersigned hereby expressly waive notice from the Surety of any claim or demand made against the Surety or the Principal under the bond or of any information the Surety may receive concerning the Principal, any contract or bond. The Surety shall have the right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
 10. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall be considered to be deleted and the remainder shall continue in full force and effect.
 11. The undersigned hereby waive all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process in any action hereunder.
 12. This Agreement is a continuing obligation of each of the undersigned unless terminated by written notice to Surety as hereinafter provided, and such termination as to an undersigned shall in no way affect the obligation of any other undersigned who has not given such notice. In order to terminate liability as to future bonds of Principal, an undersigned must, (a) notify the Surety at its home office, 8 Greenway Plaza, Suite 1450, Houston, Texas 77046, of such termination, and (b) state in such notice the effective date (not less than thirty days after receipt thereof by Surety) of termination of such undersigned's liability for future bonds. After the effective date of such termination, the undersigned giving notice of termination shall nonetheless be liable hereunder for bonds executed or authorized prior to such date, and renewal, substitutions and extensions thereof; and any maintenance or guarantee bonds executed incidental to any other bond executed prior to such date, and renewals, substitutions and extensions thereof.
 13. All obligation hereunder of each of the undersigned are performable in, and all monies due Surety hereunder are payable in, Harris County, Texas.
 14. To secure payment of any and all obligations of each of the undersigned hereunder, Principal hereby grants to Surety a security interest in or a lien on the following described property:
- and the undersigned grant to Surety a security interest in and to, and liens covering, any collateral now or hereafter delivered to Surety.
15. To secure payment of any and all obligations of each of the undersigned hereunder, Principal herewith tenders the following described property to be held in safekeeping by Surety as collateral:

Further, the undersigned will, upon demand of Surety at any time hereafter, deliver to Surety additional collateral in the form of cash or cash equivalent, or other form acceptable to it, to be held in safekeeping by Surety as collateral until Surety shall be discharged and released hereunder.

This Agreement shall constitute both the security agreement to the Surety and also a financing statement. A photocopy of this Agreement is sufficient as a financing statement. Nothing herein shall require Surety to issue or provide Principal with any other or additional bond(s). This Indemnification Agreement shall extend to and cover and indemnify the Surety against loss under not only the bond(s) executed pursuant hereto, or any extension, modifications or renewal, thereof; but as well, to any presently outstanding bond(s) executed by the Surety on behalf of any Indemnitor hereunder; and as to same the obligation of Indemnitors hereon shall be supplemental and in addition to (and not in lieu of, or in diminution of) the obligations of the Indemnitors under any presently existing Indemnity Agreement securing such pre-existing bond(s).

SIGNED AND DATED this 20th day of May, A.D. 19 91SIGNATURE FOR PRINCIPAL: Pan Petroleum Master Limited Partnership

(Name of Firm)

ATTEST: _____

by _____

(signature)

by: _____

(signature)

SIGNATURE FOR SURETY: _____

principal's
corporate
sealsurety's
corporate
seal

By _____

Attorney-in-fact

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

PERSONAL INDEMNITOR #2 SIGN HERE:

X NO Spouse

X _____

Residence
Address: _____Residence
Address: _____

Witness: X _____

Witness: X _____

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____, each a member of the co-partnership of _____

_____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §

COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____

Notary Public

SIGNED AND DATED this 20th day of May, A.D. 19 91SIGNATURE FOR PRINCIPAL: Pan Petroleum Master Limited Partnership

(Name of Firm)

ATTEST: _____

by: Thomas F. Clark
(signature)by: _____
(signature)

SIGNATURE FOR SURETY:

By _____
Attorney-in-factprincipal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

PERSONAL INDEMNITOR #2 SIGN HERE:

X No Spouse

X _____

Residence
Address: _____Residence
Address: _____

Witness: X _____

Witness: X _____

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____, each a member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19 _____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____

Notary Public

SIGNED AND DATED this 20th day of May, A.D. 19 91SIGNATURE FOR PRINCIPAL: Pan Petroleum Master Limited PartnershipATTEST: [Signature]by: (Name of Firm)
Daniel L. Follmer
(signature)by: _____
(signature)

SIGNATURE FOR SURETY:

By _____
Attorney-in-factprincipal's
corporate
sealsurety's
corporate
seal

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

X [Signature]Residence Address: 21001 Whispering Dr.LENORA, KANSAS 66220Witness: X [Signature]

PERSONAL INDEMNITOR #2 SIGN HERE:

X _____

Residence Address: _____

Witness: X _____

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____, each a member of the co-partnership of _____ to me known and known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____

Notary Public

SIGNED AND DATED this 20th day of May, A.D. 19 91SIGNATURE FOR PRINCIPAL: Pan Petroleum Master Limited Partnership

(Name of Firm)

ATTEST: _____

by: Bob F. Mallory
(signature)by: _____
(signature)

SIGNATURE FOR SURETY:

principal's
corporate
sealsurety's
corporate
sealBy _____
Attorney-in-fact

In consideration of the execution by Surety of any bonds, each of the undersigned, jointly and severally, agrees to be bound by all of the terms of the foregoing indemnity Agreement, executed by the Principal, as fully as though each of the undersigned were the sole Principal named herein, and admit to being financially interested in the performance of the obligation which any suretyship is given to secure.

PERSONAL INDEMNITOR #1 SIGN HERE:

PERSONAL INDEMNITOR #2 SIGN HERE:

X Juanita Mallory
Residence Address: 703 TAM O'SHANTER
KANSAS CITY, MO 64145

X _____
Residence Address: _____

Witness: X Cheryl L. Yockum

Witness: X _____

INDIVIDUAL ACKNOWLEDGEMENT OF SOLE PROPRIETORSHIP

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known and known to me to be the person who is described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

My Commission Expires: _____

Notary Public

PARTNERSHIP ACKNOWLEDGEMENT OF EACH SIGNING PARTNER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____, each a member of the co-partnership of _____

who are described in and who executed the foregoing instrument, and acknowledge to me that they executed the same as and for the act and deed of the said co-partnership.

My Commission Expires: _____

Notary Public

CORPORATE ACKNOWLEDGEMENT OF SIGNING OFFICER

STATE OF _____ §
COUNTY OF _____ §

On this _____ day of _____, 19_____, before me personally appeared _____ to me known, and, being by me duly sworn, deposes and says that he resides in the City of _____ that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My Commission Expires: _____

Notary Public